

B2100A (Form 2100A) (12/15)

## United States Bankruptcy Court

\_\_\_\_\_ District Of New Jersey

In re Brian K. Belenchia,

Case No. 19-32877-JKS

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

U.S. Bank Trust National Association as Trustee of  
the Tiki Series III Trust

U.S. Bank Trust National Association  
as Trustee of the Tiki Series III Trust

\_\_\_\_\_  
Name of Transferee

\_\_\_\_\_  
Name of Transferor

Name and Address where notices to transferee  
should be sent:

c/o SN Servicing Corporation  
323 Fifth Street  
Eureka, CA 95501

Phone: 800-603-0836

Last Four Digits of Acct #: 2265

Court Claim # (if known): 14

Amount of Claim: \$178,681.58

Date Claim Filed: 02/18/2020

Phone: 800-327-7861

Last Four Digits of Acct. #: 3682

Name and Address where transferee payments  
should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Michelle Ghidotti-Gonsalves  
Transferee/Transferee's Agent

Date: 02/10/2021

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

B2100B (Form 2100B) (12/15)

## United States Bankruptcy Court

\_\_\_\_\_ District Of New Jersey

In re Brian K. Belenchia, Case No. 19-32877-JKS

### NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 14 (if known) was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on 02/10/2021 (date).

Name of Alleged Transferor

U.S. Bank Trust National Association  
as Trustee of the Tiki Series III Trust

Address of Alleged Transferor:

BSI Financial Services  
1425 Greenway Drive, Suite 400  
Irving, TX 75038

Name of Transferee

U.S. Bank Trust National Association as  
Trustee of the Tiki Series III Trust

Address of Transferee:

c/o SN Servicing Corporation  
323 Fifth Street  
Eureka, CA 95501

#### ~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
CLERK OF THE COURT



(800) 603-0836  
Para Español, Ext. 2660 o 2643  
8:00 a.m. – 5:00 p.m. Pacific Time  
Main Office NMLS [REDACTED]  
Branch Office NMLS [REDACTED]

January 29, 2021

BRIAN BELENCHIA  
MONICA BELENCHIA  
43 HICKORY RD  
HIGHLAND LAKES NJ 07422

RE: **New Loan Number** [REDACTED]  
Old Loan Number: [REDACTED]  
Collateral: 43 HICKORY ROAD; HIGHLAND LAKES NJ

**NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS**

Dear Customer:

The notice, which follows, is intended to inform you that the servicing of your mortgage loan has been assigned, sold or transferred. If the above-referenced loan is a closed-end, first lien, 1-4 unit residential (e.g., homes, condominiums, cooperative units and mobile homes) mortgage loan, this notice is being provided to you under Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. §2605). When a state law requires this notice, this notice is being provided to you under state law. When neither Section 6 of RESPA nor state law requires this notice, this notice is being provided to you for your information.

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, has been assigned, sold or transferred from BSI Financial Services to SN Servicing Corporation for Cabana Series III Trust, effective January 18, 2020.

The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing.

Your present servicer is BSI Financial Services, Customer Care  
314 S Franklin St, 2nd Floor, Titusville, PA 16354. If you have any questions relating to the transfer of servicing from your present servicer call Customer Service at (800) 327-7861 Monday through Friday between 8:00 a.m. and 11:00 p.m. and Saturday between 8:00 a.m. and 12:00 p.m. Eastern Time. This is a toll-free number.

Your new servicer will be **SN Servicing Corporation**.

The correspondence address for your new servicer is SN Servicing Corporation, 323 Fifth St, Eureka, CA 95501.

The toll-free telephone number of your new servicer is (800) 603-0836. If you have any questions relating to the transfer of servicing to your new servicer call Tess McKelvey at (800) 603-0836 Monday through Friday between 8:00 a.m. and 5:00 p.m. Pacific Time. You may access your account and make payments via our secure website at <https://borrower.snsr.com>.

The date that your present servicer will stop accepting payments from you is January 17, 2020. The date that your new servicer will start accepting payments from you is January 18, 2020. Send all payments on or after January 18, 2020 to your new servicer.

**Make your payments payable to: SN Servicing Corporation**

**Mail your payments to:** SN Servicing Corporation  
PO BOX 660820  
DALLAS, TX 75266-0820

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life or disability insurance or any other type of optional insurance in the following manner: SN Servicing Corporation will **not** continue to accept your insurance payments as a part of your monthly loan payment nor will it be responsible for the continuation of any such optional insurance coverage. You should take the following action to maintain coverage: contact your optional insurance carrier immediately for instructions on how to continue such optional insurance coverage.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. §2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. §2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address: SN Servicing Corporation, 323 Fifth St, Eureka, CA 95501.

Not later than 30 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 30-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

You are hereby notified that this letter is being sent to you by SN Servicing Corporation, which is a debt collector. SN Servicing Corporation is attempting to collect a debt. Any information obtained by us will be used for that purpose. However, if you are in a bankruptcy proceeding or your debt has been discharged in bankruptcy, please read the next paragraph carefully for some important information.

**NOTICE TO ANY CUSTOMER IN BANKRUPTCY OR WHO HAS RECEIVED A DISCHARGE IN BANKRUPTCY:** Notwithstanding anything in this notice to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not intended as a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, we do continue to retain whatever rights we hold in the property that secures the obligation.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

**SN Servicing Corporation for Cabana Series III Trust**  
Customer Service Department

 **SERVICING CORPORATION**  
323 5TH STREET  
EUREKA CA 95501

(800) 603-0836  
Para Español, Ext. 2660 o 2643  
8:00 a.m. – 5:00 p.m. Pacific Time  
Main Office NMLS [REDACTED]  
Branch Office NMLS [REDACTED]

January 29, 2021

BRIAN BELENCHIA  
MONICA BELENCHIA  
43 HICKORY RD  
HIGHLAND LAKES NJ 07422

RE: **New Loan Numb** [REDACTED]  
Old Loan Number [REDACTED]  
Collateral: 43 HICKORY ROAD; HIGHLAND LAKES NJ

As stated in previous correspondence, the servicing of your mortgage loan has been transferred from BSI Financial Services to SN Servicing Corporation for Cabana Series III Trust effective January 18, 2020

If your loan is secured by real estate, please contact your insurance carrier to have the mortgagee clause changed to the following:

**SN Servicing Corp**  
**ISAOA ATIMA**  
**P.O. Box 35**  
**Eureka, CA 95502**

Please have your insurance carrier forward a copy of your insurance policy with the mortgagee clause change to our Escrow Department at the address shown above. If your property is located in a flood hazard zone, which starts with an "A" or "V", we will also require a copy of your flood insurance policy.

If you or your insurance carriers have any questions, please contact Tess McKelvey at (800) 603-0836 Monday through Friday between 8:00 a.m. and 5:00 p.m., Pacific Time.

You are hereby notified that this letter is being sent to you by SN Servicing Corporation, which is a debt collector. SN Servicing Corporation is attempting to collect a debt. Any information obtained by us will be used for that purpose. However, if you are in a bankruptcy proceeding or your debt has been discharged in bankruptcy, please read the next paragraph carefully for some important information.

**NOTICE TO ANY CUSTOMER IN BANKRUPTCY OR WHO HAS RECEIVED A DISCHARGE IN BANKRUPTCY:** Notwithstanding anything in this notice to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not intended as a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, we do continue to retain whatever rights we hold in the property that secures the obligation.

**SN Servicing Corporation for Cabana Series III Trust**  
Escrow Department

Rev. 11.20

## FACTS

### WHAT DOES SN SERVICING CORPORATION (SNSC) DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- transaction history and credit history
- credit scores and mortgage rates and payments

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons SN Servicing Corporation chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Does SN Servicing share? | Can you limit this sharing? |
|---|--------------------------|-----------------------------|
| <b>For our everyday business purposes—</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                      | No                          |
| <b>For our marketing purposes—</b><br>to offer our products and services to you   | Yes                      | No                          |
| <b>For joint marketing with other financial companies</b>   | Yes                      | No                          |
| <b>For our affiliates' everyday business purposes—</b><br>information about your transactions and experiences   | Yes                      | No                          |
| <b>For our affiliates' everyday business purposes—</b><br>information about your creditworthiness   | Yes                      | Yes                         |
| <b>For our affiliates to market to you</b>  | Yes                      | Yes                         |
| <b>For nonaffiliates to market to you</b>   | Yes                      | Yes                         |

#### To limit our sharing

Do any of the following:

- Call toll free: **800-603-0836**
- Visit our Borrower Web Site: <https://borrower.snscc.com>
- Mail the **form** below

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

#### Questions?

Call **800-603-0836** or go to SNSC's borrower website at: <https://borrower.snscc.com>

#### Mail-in Form

Mark any/all you want to limit:

- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.
- ☐ Do not share my personal information with nonaffiliates to market their products and services to me.

**Name**

**Address**

**City, State, Zip**

**Account #**

**Mail to:**

SN Servicing Corporation  
323 5<sup>th</sup> Street  
Eureka, CA 95501

Page 2

What we do

|   |   |
|---|---|
| <b>How does SN Servicing Corporation protect my personal information?</b>                 | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings.  |
| <b>How does SN Servicing Corporation collect my personal information?</b>                 | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ give us your income information or provide account information</li> <li>■ give us your contact information or pay us by check</li> <li>■ provide your mortgage information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>   | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b> | Your choices will apply to everyone on your account.  |

Definitions

|  |  |  |   |
|--|--|--|---|
| <b>Affiliates</b>  | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a "Security National" or "SN" common corporate identity and other financial companies including, but not limited to:</p> <table border="1"> <tr> <td>Alaska Eastern Partners, A Limited Partnership<br/>Alaska Louisiana Partners, A Limited Partnership<br/>Security National Funding Trust<br/>Security National Mortgage Loan Trust</td><td>SN Liquidating Trust 2011-A<br/>SN Mortgage Loan Trust<br/>Statewide Mortgage Loan Trust<br/>Sequoia Funding Trust</td></tr> </table> | Alaska Eastern Partners, A Limited Partnership<br>Alaska Louisiana Partners, A Limited Partnership<br>Security National Funding Trust<br>Security National Mortgage Loan Trust | SN Liquidating Trust 2011-A<br>SN Mortgage Loan Trust<br>Statewide Mortgage Loan Trust<br>Sequoia Funding Trust |
| Alaska Eastern Partners, A Limited Partnership<br>Alaska Louisiana Partners, A Limited Partnership<br>Security National Funding Trust<br>Security National Mortgage Loan Trust | SN Liquidating Trust 2011-A<br>SN Mortgage Loan Trust<br>Statewide Mortgage Loan Trust<br>Sequoia Funding Trust  |  |   |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Nonaffiliates we can share with include other mortgage companies, insurance companies, credit bureaus, direct marketing companies, and rating agencies.</li> </ul>   |  |   |
| <b>Joint marketing</b>   | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Our joint marketing partners include banks, mortgage companies, and other lenders.</li> </ul>   |  |   |

Other important information

**State Laws** - Our privacy and information sharing practices are in accordance with federal and state laws. California, Nevada and Vermont state laws limits the sharing personal information for their residents. We will not share personal information about California, Nevada or Vermont residents with non-affiliated third parties (Box 3) except as permitted by law. In the future if other states adopt privacy laws more restrictive than those under current federal or state law, SNSC will comply with those new laws.

**California:** If you have a California address, we will treat your account as if you opted out from sharing information with non-affiliated companies on the Privacy Form (Box 3). To further restrict the sharing of personal information with our affiliates, you can mark Box 1 and 2 on the Privacy Form, as well.

**Nevada:** If you have a Nevada address, we do not share your information with non-affiliated third parties (Box 3). You may wish to further restrict the sharing of information by sending in the Privacy Form with Box 1 and 2 marked.

Please call the toll-free SNSC customer service number if you wish for SNSC to include you in our internal do not call registry. If you would like guidance about Nevada's law regarding corporate do-not-call registries, please contact the *Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, Nevada 89101*; Phone: (702) 486-3132, Email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

**Texas:** Complaints regarding the servicing of residential mortgage loans in the state of Texas should be sent to the *Department of Savings and Mortgage Lending, 2601 North Lamar, Suite 201, Austin, TX 78705*. A toll-free consumer hotline is available at 877-276-5550.

**Vermont:** If you have a Vermont address, we will treat you as if you opted-out of sharing your information with affiliated or non-affiliated entities on the mail-in Privacy Form (Boxes 1, 2 and 3).

| <b>SN SERVICING CORPORATION - FEE SCHEDULE (Effective: 10/23/2019)</b>  |                         |   |
|---|-------------------------|---|
| Main Office: NMLS ID [REDACTED] Branch Office: NMLS ID [REDACTED]   |                         |   |
| The following is a list of fees and charges that, subject to applicable laws or the documents evidencing your loan, may be imposed in connection with the servicing of your loan. Please note that the fees listed below are subject to change. |                         |   |
| <u>FEE</u>  | <u>AMOUNT</u>           | <u>DESCRIPTION</u>  |
| Late Charge Fee   | Refer to loan documents | Penalty the homeowner pays when a mortgage payment is made after the due date grace period. %/Amount stated in Note and/or Security Agreement and subject to state law limits.  |
| NSF or Dishonored Check Fee   | Varies                  | Fee charged when a payment by check is returned as not paid by your bank because of insufficient funds in the checking account. <i>State law may dictate fee.</i>   |
| Prepayment Fee  | Refer to loan documents | Loan documents may require you to pay an additional fee if you pay off your loan in advance of the maturity date.   |
| Property Inspection Fee   | \$20-\$35               | Fee charged if the loan is in default and we can not make contact with you to determine the condition of the property, in accordance with HUD Guidelines, where applicable.   |
| Broker Price Opinion Fee  | \$89.00 - \$195.00      | Fee charged for determining the value and condition of the property when loan payments are past due, in accordance with HUD Guidelines, where applicable.   |
| Appraisal Fee   | \$195.00 - \$555.00     | Fee charged for appraisal used to determine the value and condition of the property. The appraiser vendor costs are passed through to you without mark-up by us - you are charged actual costs.   |
| Title Search Fee  | \$130.00                | Fee paid to third party for title searches required by lender or guarantor for loss mitigation reviews.   |
| Foreclosure Attorney Fees and Costs   | Varies                  | Fees and costs associated with protection of collateral. Foreclosure attorney fees and costs will vary by filing type and are limited to the actual fees and costs, and are charged in accordance with Fannie Mae guidelines, where applicable. <i>State law may limit costs.</i> |
| Bankruptcy Attorney Fees and Costs  | Varies                  | Fees and costs associated with preserving obligation. Bankruptcy attorney fees and costs will vary by bankruptcy chapter type and are limited to actual fees and costs, and are charged in accordance with Fannie Mae guidelines, where applicable.                               |
| Property Preservation Costs   | Varies                  | Fees required to preserve the property. Will vary according to each situation and required expenses, and are limited to actual fees and costs.  |
| Verification of Mortgage  | \$10.00                 | Fee required to provide a documentation of the monthly payment history, account balance, and history of loan to a third party. <i>State law may dictate the fee amount, and these will only be charged where permitted by state law.</i>  |
| The fees shown below will be imposed for services that you request.<br>You will be asked to agree to pay these charges at the time you request the service.   |                         |   |
| <u>FEE</u>  | <u>AMOUNT</u>           | <u>DESCRIPTION</u>  |
| Check by Phone  | \$15.00                 | Fee charged for making a payment by phone. <i>State law may dictate the fee amount, and these will only be charged where permitted by state law.</i>  |
| Express Mail Fee  | Actual charge           | Actual charge from delivery service provider (such as UPS or FedEx) for expedited delivery of documents.  |
| No charge for any of the following services:  |                         |   |
| Online Payment Processing   | Amortization Schedule   | Duplicate Annual Statement  |
| Fax Fee   | Loan Modification       | Payment History   |
| Loss Mitigation Processing  | Payoff Statement Fee    | Copy of loan documents  |

These disclosures are provided for informational purposes and should not be considered as an attempt to collect a debt. If you have received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not an attempt to collect the debt as a personal liability.





## EFT Authorization

Please complete all information below and fax to SNSC at

**Please be advised that processing will take 1-3 business days from the scheduled payment date.**

### A. Your SNSC Loan

SNSC Loan Number

### B. Your Financial Institution

Bank Name

Bank Address

Bank City, State Zip

### C. Your Checking\* Account

Name(s) On Account

ABA Transit/Routing Number

Account Number

\* Note - SNSC can only withdraw payments from Checking accounts, not Savings, Money Market, etc.

FOR   
Bank Routing Number Bank Account Number Check Number

### D. Payment Options - CHOOSE ONLY ONE OPTION BELOW

☐ Yes, I authorize a one-time payment of \$  on (date) .

☐ Yes, I authorize SNSC to debit my checking account for my loan payment on the  of each month in the amount of: \$  starting (month)  of (year) .

### E. Authorization

This authorization will remain in effect until SNSC has received written notification of its termination or modification from me. I understand that any modification to this authorization must be in writing in such a time and manner as to afford SNSC a reasonable opportunity to act.

Signature

Date

To receive email notifications, please provide your email address:

**SNSC Asset Managers: Fill in Name, Loan No and dollar amounts. Send two copies to Customer – for their records and one to return.**

Version 2011-03